

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: MAY 11 2007

LEASE #GS-11B-01953

THIS LEASE, made and entered into this date between: UTC Retail IV, LLC
Whose address is: 6525 Belcrest Road
Suite 300
Hyattsville, MD 20782

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 54,984 Rentable Square Feet (BRSF) being 48,461 ANSI BOMA Office Area Square Feet (BOASF), and being all of the 2nd floor (18,457 BRSF and 16,267 BOASF), all of the 3rd floor (18,351 BRSF and 16,174 BOASF), and all of the 4th floor (18,176 BRSF and 16,020 BOASF) of the building known as Retail 4, as noted on the attached floor plans and made part hereof, with the address being 6511 America Boulevard, Hyattsville, MD, 20782.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to the renewal rights as set forth in paragraph 5 below.

3. The Government shall pay the Lessor an annual rent of \$1,593,397.68 (\$32.88/BOASF) at the rate of \$132,783.14 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4). Rent checks shall be payable to UTC Retail IV, LLC at the address shown above or in accordance with the provision on electronic funds transfer.

4. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,356,908.00 (\$28.00/BOASF), payable at the rate of \$113,075.67 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 06-018. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 06-018. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) Within 90 days of the later of lease execution or base building completion, Lessor shall submit Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer and shall correct all deficiencies and comply with all recommendations and findings thereof, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
- b) Tenant Improvements: The annual rental rate recited in Paragraph 3 includes the cost of amortization of (b) (4) in tenant improvement funds. Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is less than (b) (4) the rent shall be adjusted accordingly. (See SFO Section 3.2) The tenant improvement fund is financed by the Lessor at (b) (4) for the full amount. Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than (b) (4) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) Fees related to tenant improvements, including change orders to be paid out of the T/I allowance shall be no more than:
- General Contractor's overhead and profit (b) (4)
 - General contractor's general conditions (b) (4)
 - Offeror's construction management/coordination fees (b) (4)
 - Architectural and engineering fees (b) (4)
- e) The Government's percentage of occupancy for real estate tax purposes shall be 83.82%, based on 54,984 BRSF / 65,596 BRSF, subject to confirmation of the total rentable area of the entire building.
- f) Services, utilities, and maintenance shall be provided daily Monday through Friday, extending from 7:00 a.m. to 6:00 p.m. per the Government's standard building hours. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour per floor.
- g) Parking rights: At the Government's discretion and in addition to the rental amounts as shown in paragraphs 3 and 5, the Lessor shall provide 2.5 parking spaces per 1,000 RSF leased at the rates set forth below, to be paid directly to the parking contractor by end user agency through a service agreement. Such rates shall escalate at 4% per annum.
- Garage, reserved - \$140/per month/per space
 - Garage, unreserved - \$90/per month/per space
 - Surface, reserved - \$90/per month/per space
 - Surface, unreserved - \$50/per month/per space

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 06-018, 49 pages
2. Rider #1, Security Improvements, 2 pages
3. Rider #2, Fire & Life Safety, 1 page
4. Rate Structure, Attachment to Form 1364A, 1 page
5. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OUSF, 1 page
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
8. GSA Form 1364A, Proposal To Lease Space, and its attachment, 4 pages
9. GSA Form 3517, General Clauses, 32 pages
10. GSA Form 3518, Representations and Certifications, 7 pages
11. Floor Plans of Leased Area, 4 pages
12. Small Business Plan, 12 pages

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: UTC Retail IV, LLC, By: UTC Holdings, LLC, By: University Town Center, Inc.

BY (b) (6)

BY Herschel Blumberg
President

IN PRESENCE OF (b) (6)

ADDRESS 6525 Belcrest Rd Suite 300
HATTSVILLE MD 20782

UNITED STATES OF AMERICA

BY (b) (6)

CONTRACTING OFFICER, GSA, NCR

Joel T. Berelson

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EXCEPTION TO SF2 APPROVED

LESSOR

[Signature]

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[Signature]

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